

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address  Illyssa I. Fogel, CA State Bar No. 145876 ILLYSSA I. FOGEL & ASSOCIATES 815 N. La Brea Ave., Suite 78 Inglewood, CA 90302 V/F: 888.570.7220 Email: ifogel@iflaw.com  <input type="checkbox"/> Individual appearing without attorney <input checked="" type="checkbox"/> Attorney for: Debtor	FOR COURT USE ONLY
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<b>UNITED STATES BANKRUPTCY COURT CENTRAL DISTRICT OF CALIFORNIA - LOS ANGELES DIVISION</b>	
In re:  CURTIS C. MAGLEBY,  Debtor(s).	CASE NO.: 2:16-bk-15322-RK CHAPTER: 11  <b>NOTICE OF SALE OF ESTATE PROPERTY</b>

<b>Sale Date:</b> 02/26/2019	<b>Time:</b> 2:30 pm
<b>Location:</b> Courtroom 1675, United States Bankruptcy Court, 255 East Temple Street, Los Angeles, CA 90012	

**Type of Sale:** ☒ Public ☐ Private **Last date to file objections:** 02/12/2019

**Description of property to be sold:** Any and all interests in real property located at 1447 10th Street, Manhattan Beach, California 90266 (the "Property"); APN 4167-002-024

**Terms and conditions of sale:** Sale is "as is, where is" without representation or warranty, express or implied, pursuant to 11 U.S.C. Sections 363(b) and (f). The sale is subject to Bankruptcy Court approval and overbids.

**Proposed sale price:** \$ 2,500,000.00

**Overbid procedure (if any):** See attached Notice of Hearing and Overbid Procedures.

**If property is to be sold free and clear of liens or other interests, list date, time and location of hearing:**

February 26, 2019  
2:30 p.m., Courtroom 1675  
United States Bankruptcy Court  
255 East Temple Street  
Los Angeles, California 90012

**Contact person for potential bidders (include name, address, telephone, fax and/or email address):**

Illyssa I. Fogel, Attorney for the Debtor  
ILLYSSA I. FOGEL & ASSOCIATES  
815 N. La Brea Ave., Suite 78  
Inglewood, CA 90302  
V/F: 888.570.7220  
Email: ifogel@iiflaw.com

Date: 01/31/2019

1 Illyssa I. Fogel, CA State Bar No. 145876  
2 ILLYSSA I. FOGEL & ASSOCIATES  
3 815 N. La Brea Ave., Ste. 78  
4 Inglewood, CA 90302  
5 V/F: 888.570.7220  
6 Email: ifogel@iiflaw.com

7 Attorney for Debtor-in-Possession

8 **UNITED STATES BANKRUPTCY COURT**  
9 **CENTRAL DISTRICT OF CALIFORNIA**  
10 **LOS ANGELES DIVISION**

11 In re:

) Case No.: 2:16-bk-15322-RK  
) Chapter 11  
)

12 )  
13 ) **NOTICE OF HEARING ON DEBTOR'S MOTION**  
14 ) **FOR ORDER:**

15 ) (1) **AUTHORIZING SALE OF ESTATE REAL**  
16 ) **PROPERTY FREE AND CLEAR OF**  
17 ) **INTEREST PURSUANT TO 11 U.S.C. §§**  
18 ) **363(b) AND (f);**

19 ) (2) **APPROVING OVERBID PROCEDURES;**

20 ) (3) **APPROVING BUYER, SUCCESSFUL**  
21 ) **BIDDER, AND BACK-UP BIDDER AS GOOD**  
22 ) **FAITH PURCHASERS PURSUANT TO 11**  
23 ) **U.S.C. § 363(m);**

24 ) (4) **AUTHORIZING PAYMENT OF**  
25 ) **UNDISPUTED LIENS, REAL ESTATE**  
26 ) **COMMISSIONS, AND OTHER ORDINARY**  
27 ) **COSTS OF SALE; and**

28 ) (5) **PROVIDING PROCEDURES IN THE EVENT**  
OF LACK OF COOPERATION OF MRS.  
MAGLEBY TO THE SALE

[1447 10<sup>TH</sup> STREET, MANHATTAN BEACH, CA 90266]

) Date: February 26, 2019

) Time: 2:30 p.m.

) Ctrm: 1675

) Roybal Federal Building  
) 255 E. Temple Street  
) Los Angeles, CA 90012  
)

Debtor-in-Possession.

1 **TO: THE DEBTOR, ALL CRDITORS, THE OFFICE OF THE UNITED STATES TRUSTEE,**  
2 **AND ALL PARTIES IN INTEREST**

3 **NOTICE IS HEREBY GIVEN** that on **February 26, 2019**, at 2:30 p.m., in Courtroom 1675 of  
4 the United States Bankruptcy Court located at 255 East Temple Street, Los Angeles, California 9001, a  
5 hearing will be held on the *Debtor's Motion (the "Sale Motion") for Order (1) Authorizing Sale of*  
6 *Estate Real Property Free and Clear of Interest pursuant to 11 U.S.C. §§ 363(b) and (f); (2) Approving*  
7 *Overbid Procedures; (3) Approving Buyer, Successful Bidder, and Back-Up Bidder as Good faith*  
8 *Purchasers pursuant to 11 U.S.C. § 363(m); (4) Authorizing Payment of Undisputed Liens, Real Estate*  
9 *Commissions, and Other Costs of Sale and Establish Procedures for Selling Estate Real Property*  
10 *Located at 1447 10<sup>th</sup> Street, Manhattan Beach, California 90266 (the "Property"); and (5) Providing*  
11 *Procedures in the Event of the Lack of Cooperation of Mrs. Magleby to the Sale* filed by Debtor-in-  
12 Possession Curtis C. Magleby ("Debtor" or "Mr. Magleby"), by and through his counsel of record,  
13 Illyssa I. Fogel of Illyssa I. Fogel & Associates. The Sale Motion is summarized below.

#### 14 **Summary**

15 By this Sale Motion, the Debtor seeks to sell the real property referenced above for a purchase  
16 price of \$2,500,000, subject to overbid. As discussed below, the Debtor believes the purchase price  
17 represents the fair market value of the Property and the proposed sale is reasonable and in the best  
18 interest of the Estate. Moreover, the sale is subject to overbids in order to obtain the highest and best  
19 price.

#### 20 **Factual Background**

21 On April 24, 2016 (the "Petition Date"), Curtis C. Magleby filed a voluntary petition (the  
22 "Petition") pursuant to Chapter 11 of Title 11 of the United States Code (the "Bankruptcy Code"), and  
23 an Order for Relief has been entered by the Court. The Debtor is an individual, an investment banker,  
24 and the filing of this Chapter 11 arose due to the resistance he is, and has been, receiving from his  
25 estranged wife, Cindy S. Magleby ("Cindy" or "Mrs. Magleby"), in their marital dissolution proceeding,  
26 *Magleby v. Magleby*, LASC Case No. BD 612 825 (the "Dissolution Action"), particularly relating to  
27 the sale of their community property and the payment of child and spousal support.

28 The Debtor scheduled an interest in the residential real property located at 1447 10<sup>th</sup> Street,  
Manhattan Beach, California 90266 (the "Property"). The Debtor valued the Property at \$2.8 million.  
As of the date of the filing, the Property was subject to three liens, a first held by Bank of America  
(Mortgage Servicing/Merrill Lynch) in the original principal amount of \$1.1 million, a second deed of  
trust held by First Republic Bank in the original principal amount of \$400,000, a third deed of trust held  
by Charles Schwab Bank in the original principal amount of \$420,000, and a recorded interest, pursuant  
to a Notice of Independent Solar Energy System Producer Contract held by SunRun, Inc., for the lease  
of a solar energy system on the Property in an unknown amount, all totaling approximately \$1.9 million.  
Thus, there was approximately \$800,000 or \$900,000 in equity in the Property on the Petition Date.

On August 13, 2018, the Court entered its Order Approving Debtor's Application to Employ  
Vista Sotheby's International Realty, as Broker to Market and Sell Estate Real Property Located at 1447  
10<sup>th</sup> Street, Manhattan Beach California 90266-6101. [Dkt. 537] The Debtor chose Kristen Novoa of  
Vista Sotheby's (the "Broker") to represent him in the sale of the Property based on her extensive  
experience in real estate sales, particularly in the Manhattan Beach, California, community. As set forth

1 in the Broker Employment Application [Dkt. 495], the Debtor believes Ms. Novoa is well-qualified to  
2 assist in the sale of the Property.

3 The compensation to be paid to the Broker for the transaction is five percent (5%) of the gross  
4 sales price of the Property, but, in the event there is no cooperating broker, the sales commission will be  
5 four and one-half percent (4.5%) of the gross sales price to be paid to Ms. Novoa / Sotheby's. These  
6 commissions are customary rates for such services, even slightly below market, and the Debtor believes  
7 that these commissions are reasonable and necessary.

8 On September 7, 2018, the Court entered its Order Granting Debtor's Motion (the "Listing  
9 Motion") to Authorize Listing for Sale and Establish Procedures for Selling Estate Property, the Real  
10 Property Located at 1447 10<sup>th</sup> Street, Manhattan Beach, CA 90266 (the "Sale Authorization Order").  
11 [Dkt. 542] The Listing Agreement presented for approval in the above-referenced Listing Motion, and  
12 attached to the Sale Motion as Exhibit A, had an addendum providing, among other points, that the sale  
13 would be subject to overbid if required by the Court, and the Sale Authorization Order did so provide.  
14 After the Sale Authorization Order was entered, the Broker began marketing the Property, and in  
15 October of 2018, it was listed in the Multiple Listing Service for sale. It was also placed into other  
16 publications relating to the sale of upscale properties and has been marketed internally at Sotheby's.

17 The Property was originally listed for \$2,749,000, but it was later reduced to \$2,699,000 in order  
18 to generate more interest. The Broker is continuing to market the Property for overbids.

19 According to the Preliminary Title Report (the "Title Report") prepared by Lawyers Title in  
20 Burbank, requested by Ms. Novoa and with an effective date of May 3, 2018, and a true and correct  
21 copy of which is attached to the declaration of the Debtor as Exhibit B, the following items have been  
22 recorded against the Property:

Recording Date	Lien Holder	Type of Encumbrance / Contract	Instrument Number	Original Lien / Claim Amount
5/19/2008	Merrill Lynch Credit *	Deed of Trust / Note / 1st	2008-934187	\$1,112,000
6/3/2008	First Republic Bank	Deed of Trust / Note / 2nd	2008-1275005	\$400,000
8/25/2008	Charles Schwab Bank	Deed of Trust / LOC	2008-1614750	\$420,000
1/28/ 2013	SunRun, Inc.	Solar Energy Lease	2013-139713	Unknown

23 \* PHH Mortgage Corporation was the Authorized Agent for Merrill Lynch Credit Corporation. On September 18, 2017, Merrill Lynch Credit Corporation  
24 assigned its beneficial interest in the deed of trust to U.S. Bank National Association, recorded against the Property as Instrument Number 2017-1061371.

25 The Debtor paid the pre-petition real property taxes due on the Property and has been regularly  
26 paying the post-petition real property taxes on the Property as he agreed to do in the Stipulation with the  
27 Los Angeles County Treasurer and Tax Collector. He believes that any amount owed is minimal and  
28 should have little to no effect on the sale of the Property because any such amount will be paid in  
escrow.

### **The Proposed Sale**

29 In or about mid-January of 2019, the Debtor received two offers on the Property, both for \$2.5  
30 million. The Debtor accepted the offer of Shawn Danaei because of his acceptance of all terms in the  
counter-offer proposed by the Debtor.

1 The salient terms of the sale are:

- 2 1. The purchase price (the "Purchase Price") is \$2.5 million;
- 3 2. The Buyer has made an initial cash deposit (the "Deposit") in the amount of \$75,000, and an  
escrow has been opened at Concierge Escrow;
- 4 3. The Deposit is non-refundable except as provided in the Purchase Agreement (defined below);
- 5 4. The sale is "as is, where is, with all faults, including all occupants and tenants, if any, without  
recourse," but free and clear of any and all liens, claims, and interests, together with all improvements,  
as well as all easements and appurtenances pursuant to 11 U.S.C. §§ 363(b) and (f);
- 6 5. The sale is subject to Bankruptcy Court approval; and
- 6 6. The sale is subject to overbids.

7 The complete terms and conditions of the purchase and sale are set forth in the California Residential  
Purchase Agreement and Joint Escrow Instructions, together with the relevant counter offers other  
8 pertinent documents (collectively, the "Purchase Agreement") attached to the Sale Motion as Exhibit C.

### 9 Proposed Overbid Procedure

10 The Debtor proposes, and asks the Court to approve, the following procedure to allow for  
11 overbids prior to the Court's approval of the sale of the Property to ensure that the Property is sold for  
the highest and best possible price:

- 12 1. Qualifying bidders ("Qualifying Bidders") shall:
  - 13 a. Bid at least \$2,510,000 in cash for the Property;
  - 14 b. Set forth in writing the terms and conditions of the offer that are at least as favorable to  
15 the Debtor as those set forth in the Purchase Agreement attached to the Declaration of  
Curtis C. Magleby as Exhibit C;
  - 16 c. Be financially qualified, in the Debtor's exercise of his sound business judgment, upon  
17 consultation with the Broker and his counsel, to close the sale as set forth in the Purchase  
Agreement;
  - 18 d. Submit an offer that does not contain any contingencies to closing the sale, including, but  
not limited to, financing contingencies; and
  - 19 e. Submit a cash deposit of \$75,000 (the "Overbid Deposit") payable to the Debtor, in the  
20 form of a cashier's check, which Overbid Deposit shall be nonrefundable if the bid is  
deemed to be the Successful Bid, as defined in paragraph 4, below. The Overbid  
21 Deposit, written offer, and evidence of financial qualification must be delivered to  
Debtor's counsel by no later than **February 19, 2019, at 12:00 p.m.** The address and  
22 other contact information of Debtor's counsel are listed in the upper left hand corner of  
the first page of this document.
- 23 2. At the hearing on the Sale Motion, only the Buyer and any party who is deemed a Qualifying  
24 Bidder shall be entitled to bid.
- 25 3. Any incremental bid in the bidding process shall be at least \$2,500 higher than the previous  
26 bid.
- 27 4. At the hearing on the Sale Motion, and upon conclusion of the bidding process, the Debtor  
28 shall decide, subject to Court approval, which of the bids is the best bid, and such bid shall  
be deemed the "Successful Bid." The bidder who is accepted by the Debtor as the successful

bidder (the “Successful Bidder”) must pay all amounts reflected in the Successful Bid in cash at the closing of the sale. At the hearing on the Sale Motion, and upon conclusion of the bidding process, the Debtor may also acknowledge a back-up bidder (the “Back-Up Bidder”) which shall be the bidder with the next best bid. Should the Successful Bidder fail to close escrow on the sale of the Property within forty-five (45) days of the entry of the order granting this Sale Motion, the Debtor may sell the Property to the Back-Up Bidder without further Court order.

5. Overbids shall be all cash and no credit shall be given to the purchaser or overbidder(s).

**Summary of Relief Sought by Sale Motion**

Based on the foregoing, the Debtor respectfully requests that the Court:

1. Grant the Sale Motion;
2. Approve the terms of the Purchase Agreement attached to the Declaration of Curtis C. Magleby as Exhibit C, and authorizing the Debtor to sell the Property “as is,” “where is,” “with all faults,” including any occupants or tenants;
3. Authorize the Debtor to sell the real property located at 1447 10<sup>th</sup> Street, Manhattan Beach, California 90266-6101 and as described legally in Exhibit B, attached to Declaration of Curtis C. Magleby, and as below, to the Successful Bidder or the Back-Up Bidder, for the sum of \$2.5 million, “as is,” “where is,” “with all faults,” and without warranty or recourse;
4. Authorize the Debtor to sell the Property free and clear of any and all liens, claims, or interests, together with all improvements, as well as all easements and appurtenances, pursuant to 11 U.S.C. §§ 363(b), (f), and (h);
5. Based on the pleadings, determine that the Buyer, the Successful Bidder, and the Back-Up Bidder, are “good faith purchasers” within the meaning of 11 U.S.C. § 363(m);
6. Authorize the Debtor, in his discretion, to pay, through escrow, from the proceeds of the sale, and without further order of the Court, the broker’s commission, the real property taxes and assessments prorated as of the close of escrow for the sale, any unpaid utility bills assessed against or liened upon the Property, and any escrow fees, title insurance premiums and other ordinary and typical closing costs and expenses payable by the Debtor pursuant to the Agreement or in accordance with local custom. The sales proceeds remaining after the payment of these items shall constitute the Net Sale Proceeds;
7. Authorize the Debtor to return any Bidding Deposits to any unsuccessful bidders;
8. Reserve the Debtor’s rights to object to the validity, extent or scope, and priority of all liens, claims, and interests relative to the Property;
9. Approve the Overbid Procedures outlined in the Sale Motion;

10. Authorize the Debtor to take any and all necessary or reasonable actions, including execution of any and all documents necessary to consummate the sale of the Property;
11. To the extent there is any tax liability to the Estate from the sale, authorize the Debtor to pay any such taxes from the Estate's portion of the Net Sale Proceeds;
12. Waive the requirements for lodging periods of the order approving this Sale Motion imposed by Local bankruptcy Rule 9021-1 and any other applicable bankruptcy rules;
13. Waive the stay of the order approving this Sale Motion imposed by Federal Rule of Bankruptcy Procedure 6004(h) and any other applicable bankruptcy rules;
14. Order that Mrs. Magleby cooperate with the sale of the Property, including such actions as permitting access to the Property for the purpose of completing an appraisal and an inspection thereof, and provide procedures in the event that Mrs. Magleby refuses to vacate the Property upon the close of the sale; and
15. Provide for any further relief as the Court may deem just and proper.

**Your Rights May be Affected.** You should read these papers carefully and discuss them with your attorney, if you have one. (If you do not have an attorney, you may wish to consult one.)

**Deadline for Opposition Papers.** This Sale Motion is being heard on regular notice pursuant to LBR 9013-1. If you wish to oppose the Sale Motion, you must file a written response with the Court and serve a copy of it upon the Movant or Movant's attorney at the address set forth above no less than **fourteen (14) days** prior to the above hearing date. If you fail to file a written response to the Sale Motion within such time period, the Court may treat such failure as a waiver of your right to oppose the Sale Motion and may grant the requested relief.

**Hearing Date Obtained Pursuant to Judge's Self-Calendaring Procedure.** The undersigned hereby verifies that the above hearing date and time were available for this type of Sale Motion according to the judge's self-calendaring procedures.

**NOTICE IS FINALLY GIVEN** that a copy of the Sale Motion and any supporting documentation may be found on the Court's CM/ECF Filing System (PACER), at Document Number 638 for this case, or may be obtained by contacting Debtor's counsel at the below address, telephone / fax number, or email address.

Illyssa I. Fogel, CA State Bar No. 145876  
ILLYSSA I. FOGEL & ASSOCIATES  
815 N. La Brea Ave., No. 78  
Inglewood, California 90302  
V/F: (888) 570-7220  
Email: ifogel@iiflaw.com

Dated this 31<sup>st</sup> day of January, 2019.

Respectfully submitted,

ILLYSSA I. FOGEL & ASSOCIATES

By: Illyssa I. Fogel  
Illyssa I. Fogel, Attorney for the Debtor



**Legal Description**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA,  
DESCRIBED AS FOLLOWS:

LOT 24 IN BLOCK 8 OF REDONDO VILLA TRACT "B", IN THE CITY OF MANHATTAN BEACH, COUNTY OF LOS  
ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 11 PAGE 110 OF MAPS, IN THE OFFICE OF THE  
COUNTY RECORDER OF SAID COUNTY.

ASSESSOR'S PARCEL NUMBER: 4167-002-024

In re:  
CURTIS C. MAGLEBY,

Debtor(s).

CHAPTER 11  
CASE NUMBER 2:16-bk-15322-RK

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
815 N. La Brea Ave., No. 78, Inglewood, CA 90302

A true and correct copy of the foregoing document entitled: **NOTICE OF SALE OF ESTATE PROPERTY [1447 10<sup>TH</sup> STREET, MANHATTAN BEACH, CA 90266]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner indicated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF"):** Pursuant to controlling General Orders and Local Bankruptcy Rules ("LBR"), the foregoing document will be served by the court via NEF and hyperlink to the document. On January 31, 2019, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following person(s) are on the Electronic Mail Notice List to receive NEF transmission at the email addresses indicated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On January 31, 2019, I served the following persons and/or entities at the last known address in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States Mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

Judge's Copy (served by mail) – The Honorable Robert N. Kwan, United States Bankruptcy Judge, United States Bankruptcy Court, 255 E. Temple Street, Suite 1682, Los Angeles, CA 90012

Interest Holder's Copy (served by mail) – Cindy S. Magleby, 1447 10<sup>th</sup> Street, Manhattan Beach, CA 90266

Secured Creditor's Copy (served by mail) – Bank of America, PO Box 982238, El Paso, TX 79998-2238

Secured Creditor's Copy (served by mail) – First Republic Bank, 111 Pine Street, 3d Floor, San Francisco, CA 94111-5605

Secured Creditor's Copy (served by mail) – Charles Schwab Bank, c/o The Wolf Firm, 2955 Main Street, 2<sup>nd</sup> Floor, Irvine, CA 92614-5909

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (state method for each person or entity served): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on N/A I served the following person(s) and/or entity(ies) by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on the judge will be completed no later than 24 hours after the document is filed.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

January 31, 2019  
Date

Illyssa I. Fogel  
Printed Name

*Illyssa I. Fogel*  
Signature

**2:16-bk-15322-RK Notice will be electronically mailed to:**

Alan F Broidy on behalf of Attorney Alan F. Broidy - alan@broidylaw.com,  
sherrie@broidylaw.com

Alan F Broidy on behalf of Interested Party Courtesy NEF - alan@broidylaw.com,  
sherrie@broidylaw.com

Michael J Conway on behalf of Creditor Cindy Magleby - MConway@greenbass.com,  
mtyndall@greenbass.com;ecfnotification@greenbass.com

Michael J Conway on behalf of Defendant Cindy Magleby - MConway@greenbass.com,  
mtyndall@greenbass.com;ecfnotification@greenbass.com

Michael J Conway on behalf of Plaintiff Cindy Magleby - MConway@greenbass.com,  
mtyndall@greenbass.com;ecfnotification@greenbass.com

Ilyssa I Fogel on behalf of Debtor Curtis C. Magleby - ifogel@iiflaw.com

Ilyssa I Fogel on behalf of Defendant Curtis C. Magleby - ifogel@iiflaw.com

Ilyssa I Fogel on behalf of Plaintiff Curtis C. Magleby - ifogel@iiflaw.com

Daniel K Fujimoto on behalf of Interested Party Courtesy NEF - wdk@wolffirm.com

Todd S Garan on behalf of Interested Party Courtesy NEF  
ch11ecf@aldridgepите.com, TSG@ecf.inforuptcy.com;tgaran@aldridgepите.com

Richard Girgado on behalf of Creditor County of Los Angeles Treasurer and Tax Collector -  
rgirgado@counsel.lacounty.gov

Richard Girgado on behalf of Interested Party Courtesy NEF - rgirgado@counsel.lacounty.gov

Kenneth G Lau on behalf of U.S. Trustee United States Trustee (LA) - kenneth.g.lau@usdoj.gov

Angie M Marth on behalf of Creditor Bank of America, National Association, a national banking  
association, as successor in interest by merger to Merrill Lynch Credit Corporation -  
amarth@logs.com, ssali@logs.com

J. Barrett Marum on behalf of Creditor Banc of California, N.A. - bmarum@sheppardmullin.com,  
egarcia@sheppardmullin.com

William F McDonald, III on behalf of Creditor BANK OF AMERICA, N.A. - Caecf@tblaw.com,  
wfm@tblaw.com;snchampney@tblaw.com

Reed M Mercado on behalf of Creditor Bank of America, National Association, a national  
banking association, as successor in interest by merger to Merrill Lynch Credit Corporation -  
rmercado@sheppardmullin.com

Douglas M Neistat on behalf of Creditor Cindy Magleby - dneistat@greenbass.com,  
rholland@greenbass.com;ecfnotification@greenbass.com

Douglas M Neistat on behalf of Defendant Cindy Magleby - dneistat@greenbass.com,  
rholland@greenbass.com;ecfnotification@greenbass.com

Allan D Sarver on behalf of Creditor Fried & Goldsman - ADS@asarverlaw.com

Joshua L Scheer on behalf of Creditor First Republic Bank - jscheer@scheerlawgroup.com

Ramesh Singh on behalf of Interested Party Recovery Management Systems Corporation -  
claims@recoverycorp.com

United States Trustee (LA) - ustpreion16.la.ecf@usdoj.gov

Sharon Z. Weiss on behalf of Creditor CB Franchise Systems, LLC -  
sharon.weiss@bryancave.com, raul.morales@bryancave.com

Lisa S Yun on behalf of Creditor Banc of California, N.A. - lyun@sheppardmullin.com,  
pchavez@sheppardmullin.com